# **EMPLOYMENT AGREEMENT**

2012-2013 2013-2014 2014-2015

Between:

GREAT MEADOWS REGIONAL EDUCATION ASSOCIATION And GREAT MEADOWS REGIONAL BOARD OF EDUCATION IN WARREN CTY.

Great Meadows Regional Board of Education PO Box 74 Great Meadows, NJ 07838-0074

# **Table of Contents**

2012-2013 2013-2014 2014-2015

Article I	Recognition	Page 1
Article II	Grievance Procedure	Pages 2-6
Article III	Work Day/Year	Pages 7-8
Article IV	Salary Guide Provisions	Pages 9-11
Article V	Tuition Reimbursement	Pages 12-14
Article VI	Insurance	Pages 15-18
Article VII	Extra/Co-Curricular School Activities	Pages 19-21
Article VIII	Leaves	Pages 22-24
Article IX	Released Time for Student Activities	Page 25
Article X	Association Privileges	Page 26
Article XI	Sabbatical Leave	Pages 27-28
Article XII	Agency Fee	Page 29
Article XIII	Separability	Page 30
Article XIV	Board's Rights	Page 31
	Duration of Agreement	Page 32
	Appendix A – Grievance Form	Pages 33-34
	Appendix B – Salary Guides	Pages 35-37
	Appendix C - Sick Bank Enrollment Form	Page 38
	Appendix D – After School Club Application	Page 39

## **PREAMBLE**

This agreement is entered into this 20th day of August, 2012 by and between the Board of Education of the Great Meadows Regional School District, Warren County, New Jersey hereinafter called the "Board" and the Great Meadows Regional Education Association, hereinafter called the "Association."

## **WITNESSETH**

Whereas, the Board has an obligation, pursuant to Chapter 303, Public Laws, 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement;

Be it resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I**

#### RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel including teachers, guidance counselors, nurses, librarians, the child study team members, speech therapists, and excluding the superintendent, the assistant superintendent, the principals, the assistant principals, the supervisor of curriculum and instruction, the supervisor of special education, the school business administrator/board secretary, the assistant business administrator/board secretary, the supervisor of plants and facilities, per diem employees, summer employees, substitute teachers and all non-certificated personnel.

## ARTICLE II

#### GRIEVANCE PROCEDURE

#### A. <u>Definition</u>

- 1. A "grievance" shall mean a complaint by an employee that
- a. there has been as to the employee a violation, misinterpretation or inequitable application of any of the provisions of the agreement affecting terms and conditions of employment or that
- b. the employee has been mistreated by reason of any act or condition which is contrary to established board policy or administrative practice affecting terms and conditions of employment.
  - 2. However, the term "grievance" shall not apply to any matter which
- a. a method of review is prescribed by law or State Board Rule having the force and effect of law, or
- b. any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone,
- c. a complaint of a non-tenure teacher which arises by reasons of the employee not being re-employed, or
- d. a complaint by a certificated person occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- 3. As used in this definition, the term "employee" shall refer to certificated personnel and may also mean a group of employees have the same grievance.

#### B. Purpose

1. The purpose of this grievance procedure is to resolve differences concerning terms and conditions of employment which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed to limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms in A.1 of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its view.

#### C. Procedure

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and every effort be made to expedite the process. The time limits may be extended by mutual agreement. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any step within the specified time limits shall signify the employee's acceptance of the decision rendered at that level.
- 2. The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by Law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary, shall be limited only as specified in A.1 of this agreement.

#### 3. Level One

Any employee who has a grievance shall discuss it first with the principal in an attempt to resolve the matter at that level. A grievance to be considered under this procedure must be initiated by the aggrieved within twenty (20) calendar days of its occurrence, or within twenty (20) calendar days of when the employee should have known of its occurrence. If the grievance is not filed within this twenty (20) calendar day limit, the grievance is deemed waived.

#### 4. Level Two

If, as a result of this discussion (Level One), the matter is not resolved to the satisfaction of the aggrieved employee, the employee shall set forth the complaint in writing to the Superintendent within ten (10) calendar days. The written grievance shall contain a statement as to all facts which the employee intends to rely upon in support of the grievance and the specific article of the contract or Board of Education Policy and/or administrative decision allegedly violated and the remedy being sought. The Superintendent shall communicate the decision to the employee and GMREA in writing within ten (10) calendar days after receiving the written grievance.

#### 5. Level Three

If the grievance is not settled after reaching the Superintendent, the matter shall be referred to the appropriate committee of the Great Meadows Regional Education Association for consideration. The Committee shall make a determination as soon as possible, but with the period not to exceed fifteen (15) calendar days after receiving written notification from Superintendent. If the Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Superintendent and to the Board of Education.

#### 6. Level Four

If the Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. The Board, or a Committee thereof, shall review the grievance and, if the Board deems necessary, or if the association requests hold a hearing with the employee and render a decision in writing within (30) calendar days of receipt of the grievance by the Board or within ten (10) calendar days of the next Board meeting following the hearing, whichever is greater.

#### 7. <u>Level Five</u>

If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, he/she shall so notify the Board through the Superintendent. within ten (10) calendar days of receipt of the Board's decision. An employee, in order to process the grievance beyond Level Four, must have his/her request for action accompanied by the written recommendation for such action by the Association.

The following procedure will be used to secure the services of a third party referred to as an arbitrator:

- a. A request will be made to the Public Employees Relations Commission (PERC) and/or the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request P.E.R.C. and/or the American Arbitration Association to submit a second roster of names.

- c. The arbitrator shall limit himself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties. The recommendations of the arbitrator shall be binding for the violations based on section A.1 (a) of this Article and shall be advisory on the violations based on section A.1 (b) of this Article. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings, reasons, and recommendation. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- 8. All meetings and hearings under this procedure shall not be conducted in public except as required by law and shall include only such parties in interest and their designated representatives theretofore referred to in this article.
  - 9. Action of employees during unresolved grievance.

During the time of unresolved grievance, employees are required to follow Board policy and/or administrative direction.

## D. Rights of the Employees to Representation

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.
- 2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance at Level Two, be notified that the grievance is in process, have the right to have a representative of the Association attend and present its position in writing at all meetings with the employee held concerning the grievance and shall receive a copy of all decisions rendered.

#### E. Miscellaneous

- 1. Separate grievance file: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
- 2. Meetings and hearings: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in the Article.

3. Forms: Grievances shall be filed on the approved form.

## F. Costs

- 1. Each party shall bear the total cost incurred by themselves.
- 2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

## ARTICLE III

#### WORK DAY/YEAR

- A. The teacher work day will be 7 hours and 10 minutes for full time teachers
  - 1. Arrival time and departure time shall be set by the building principals. (Both K-5 schools shall be consistent.)
  - 2. All teachers are permitted to leave five minutes after the final dismissal on Fridays and/or the last school day before a recess/holiday and on the last three (3) days of the school year.
  - 3. All teachers shall be required to personally log in daily.
  - 4. The specific times for the school day shall be established annually by the Board of Education.
- B. Student contact days shall not exceed 180. In the event school is closed for any emergency, the rescheduling of these days shall be at the discretion of the Board.
- C. The teacher work year shall be 183 days.
- D. The following days shall be 4-hour sessions: The last school day before Thanksgiving Recess, and the last day of school. The following four days will be full sessions for staff: Holy Thursday, the day before Winter Break, and the first two one half (1/2) days at the end of the school *year for teacher evaluation training*. Mandatory training for teacher evaluation will not exceed a total of twenty four (24) hours per year for the first two years of this contract. The language will revert back to the 2009-2012 contract for 2014-2015 which is "The following days shall be 4 hour sessions: The last school day before Thanksgiving Recess, the last school day before Winter Recess, the last school day before Spring Recess, and the last three (3) days of school."
- E. Teachers' attendance will be required without additional compensation at Back to School Night, parent conferences and a maximum of two other before or after school meetings per month (not to exceed 120 minutes cumulative per month with no one meeting exceeding 90 minutes) Exempt from this clause are "meetings defined as emergency in nature." When school is dismissed early for Parent/Teacher conferences, teachers who have no conferences scheduled shall remain in their school and until the normal release time on these days. Evening Concerts/or other events shall be covered on a rotating basis (maximum of one (1) per year.

- F. On full-session days teachers shall receive a duty free lunch period equivalent in minutes to that provided for the students. This time shall not infringe upon preparation time.
- G. Teachers shall be provided with one preparation period for each school day.
- H. Any teacher accompanying a class on a class trip that requires being away overnight shall be entitled to compensation for each night in addition to normal salary.

2012-2013	\$ 175.00
2013-2014	\$ 185.00
2014-2015	\$ 185.00

- I. Preparation periods All certified staff shall be provided with five (5) uninterrupted preparation periods per week (1) preparation period per day.
- J. The hourly rate for curriculum and/or staff development shall not apply when teachers are relieved from their regular contractual duties for curriculum and/or staff development activities either by providing an in-service day, shortened school day, substitute, or release time. Exempt from this provision shall be "turnkey presentation" to colleagues upon their return from an in-service program and/or workshop paid by the district. The teacher shall professionally facilitate a minimum presentation of ten (10) minutes. This provision will not preclude payment for the aforementioned activities outside the contractual school day or for workshops presented by teachers during the school day or in-service day. Staff members providing a workshop or inservice during regularly scheduled hours shall still be compensated for preparation time spent outside of school hours preparing for the presentation.

# ARTICLE IV

## SALARY GUIDE PROVISIONS

Total Salary increases including movements & longevity shall not exceed:

2012-2013 2% 2013-2014 2%

2014-2015 2%

Salary guide is as follows: detailed in Appendix B

#### GREAT MEADOWS REGIONAL SALARY GUIDE 2012-13, 2013-14, 2014-15

Longevity: A teacher at the terminal step and with a minimum of ten (10) years in district shall receive the following longevity after completing the following years in education as of July 1, 2005.

19-20 years	add	\$3,250
21 -25 years	add	\$3,750
26-30 years	add	\$4,250
31+ years	add	\$5,750

### FOR TEACHERS HIRED ON OR AFTER JULY 1, 2009

19-20 years	add	\$1,625
21-25 years	add	\$1,875
26-30 years	add	\$2,125
31+ years	add	\$2,875

The Board and the Association agree to the established provisions. A through I as listed below:

- A. The initial salary and initial placement on the salary guide is negotiable between the Board and the employee.
- B. The guide applies to all full-time certificated personnel except those holding emergency certificates. Part time certificated personnel shall be pro rated accordingly.
- C. A minimum of (6) months or 120 days service in the district during the 10 month school year must be invested for advancement on the salary guide.
- D. Graduate credits shall be only those credits classified by the college or university when earned as being in the graduate category. All graduate credits earned may be considered for horizontal movement on the salary guide if they pertain specifically to the teacher's present teaching position and/or were approved by the administration of the GMR School District.
- E. A bachelor's degree or master's degree as mentioned in the salary guide must be in the field of education or in the field pertaining to the occupational role held by the individual in our school system.

- F. Longevity: Those employees hired and continually employed prior to July 1, 1996 shall receive credit toward longevity as listed in Appendix A. Those employees hired after June 30, 1996 whose initial placement on the salary guide does not provide credit for the actual total years in public education, the actual total years in public education shall continue to be credited for longevity purposes. On the other hand, if a teacher is placed at a higher step than prior public educational experience would dictate, that teacher shall receive credit toward longevity for only the actual prior years in education not for the step placement.
- G. Any change in salary schedules through the awarding of a higher degree or earned credits must be applied for in writing to the Superintendent.

Advancement from one category to another on the salary guide shall be granted effective September 1, and/or February 1, immediately after the completion of the advanced degree or earned credits. Notification of guide change must be made to the Board Office no later than January 1<sup>st</sup> for the following year, otherwise advancement is delayed.

- H. Teachers employed on a ten (10) month contract shall be paid in twenty (20) equal semi-monthly installments; the installments to be made on the 15th and 30th day of the month employed. When the 15th or 30th of the month falls on a school holiday, vacation or weekend, payment shall be made on the last previous school day.
- I. Teachers may individually elect to have a set amount of their monthly salary directly deposited to any bank which maintains transit/ABA number and/or may voluntarily elect to have a set amount of their monthly salary deducted from their paycheck for Tri-Co Federal Credit Union, Union Dues, US Savings Bonds, Prudential Insurance or Tax Sheltered Annuity Annuities through Board of Education approved programs.

## **ARTICLE V**

#### **TUITION REIMBURSEMENT**

The Board shall provide a maximum of (2012-13) \$ 30,000 (2013-2014) \$ 30,000 (2014-2015) \$30,000 annually for each year to underwrite the cost of graduate program college tuition (only) for the certificated professional staff. Reimbursement shall be paid for those graduate credits successfully earned at a rate not to exceed the current cost per graduate credit established by Rutgers, the State University, when the initial application is made for approval. In addition, the sum of up to \$50/course for textbooks shall be reimbursable. Teachers shall be limited to a maximum of nine (9) credits per school year. The funds shall be divided into 3 equal allocations (summer, fall and spring). If in any session, there is more than 1/3 of the fund requested, each teacher will receive a pro-rated amount. For example, if there is \$5,333 requested in the '06 summer session, each teacher shall receive 80% of his/her request. If in any session, the total 1/3 of the funds is not spent, the remaining amount shall be used to further reimburse, proportionally, those individuals who did not receive full allocation in their session (s). If a teacher successfully completes more than nine (9) credits and has received administrative pre-approval for additional courses, the teacher shall receive reimbursement for the additional credits only if a balance is available at the conclusion of the school year after all other reimbursement obligations have been fulfilled.

Teachers shall be responsible for certifying participation in a pre-approved graduate course to insure that the business office may make proper adjustments and notifications in a timely manner. Such notification/certification shall take place no later than two weeks after the beginning of the course. This could be subject to change depending upon the scheduling of classes that begin after the start of the session.

The School Business Administrator shall inform any/all teachers applying for reimbursement of the status of their reimbursement ratio no later than three weeks after the beginning of the class. Teachers who anticipate moving laterally to another column on the salary guide in the subsequent school year are to notify the Business Office by January 31<sup>st</sup> of any anticipated education advances on the salary guide for the ensuing school year.

If an employee resigns his/her position within I year after having received tuition reimbursement from the District, that teacher shall repay the District 100% of the tuition reimbursement received in that prior year.

Reimbursement shall be made by the teacher to the District within 30 days of the teacher's voluntary departure from the District. If the Board is required to resort to legal action to recover these tuition monies, the teacher shall be required to reimburse the Board for the legal fees it incurred in such a collection action.

This requirement shall not apply if the teacher leaves the District due to:

- 1. The serious illness of the teacher or a family member (in a latter situation the teacher must provide a physician's certificate establishing that the provision of such care is required.),
- 2. The death of the employee.
- 3. A change of spousal employment necessitating geographic relocation.
- 4. Retirement of the employee from the TPAF.

## REIMBURSEMENT PROCEDURE:

1. All graduate courses pertinent to the teaching job currently held by the teacher, including supervisory courses, will be considered for approval for reimbursement. The Superintendent, has the authority to determine and approve if the graduate credits are in the field of education or related to the subject being taught.

Except for specific undergraduate credits required by the Board and/or approved by the Superintendent reimbursement for graduate credits only will be granted.

- 2. Graduate courses to be taken must have prior written approval of the Superintendent for the district.
- 3. Application for approval of graduate courses must be accompanied by a college catalog containing a complete graduate course description.
  - 4. To be reimbursed, the teacher must present the following:
    - a. College transcript verifying completion of the graduate course.
    - b. Official records from the college verifying the amount of tuition paid and receipt for textbook purchase.
    - c. Evidence of prior approval by the Superintendent on the proper form provided.
    - d. A grade no less than B or its numerical equivalent.

5. When all evidence of satisfactory graduate course completion (#4) has been submitted to the Superintendent, the Superintendent in turn will present the approved teacher's voucher to the Board at the next regular meeting. Reimbursement according to this

contract language should be made within thirty (30) calendar days from the date of the Board meeting.

Under no circumstances will there be reimbursement for courses taken to acquire the following:

- a. A bachelor's degree
- b. State certification

#### ARTICLE VI

#### **INSURANCE**

The Board and the Association agree to the following:

Beginning with the 1996-97 contract all GMREA members were eligible to select insurance coverages as outlined below or to decline coverage according to contract language and receive fixed dollar amounts. The fixed dollar amounts is based on 25% of all the annual premiums (Health, Prescription and Dental) or \$5,000 whichever is less. This amount will be paid to the employee minus any taxes. Insurance coverages included in this plan are health, prescription, and dental.

#### A. <u>Health Insurance</u>

- 1. The Board shall provide health care insurance protection based on the <u>State Health Benefits Multiple Coverage Restrictions</u>: The law prohibits an employee, dependent, or retiree who is a member of the SHBP from being a member of SHBP or receiving benefits from more than one employer. Employees shall contribute 1.5 % of their base salary or year 1 of the SHBP phase-in as a minimum contribution to the cost of health coverage and this will continue to be the minimum required contribution under the new contribution requirement.
- 2. Provisions and descriptions of the health care program shall be provided to each teacher. This shall include the conditions and limits of coverage. Mandatory second opinion surgery and preadmission certification/continued stay review shall be part of this coverage.
- 3. The health insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.
- 4. In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.
- 5. Any employee who chooses to waive this coverage and who shall provide evidence of alternate coverage shall receive an additional annual stipend in the amount of 25% of all the qualified premiums (Health, Prescription and Dental) or \$5,000 whichever is less. For example, in 2012, stipends would be calculated as follows:

#### 2012 actual annual costs

If eligible for family coverage	(Direct 10)	25% of \$14,994.72 = \$ 3,748.68
If eligible for husband/wife coverage	e (Direct 10)	25% of \$ 13,495.08 = \$ 3,373.77
If eligible for parent/child coverage	(Direct 10)	25% of \$ 8,396.76 = \$ 2,099.19
If eligible for single coverage	(Direct 10)	25% of \$ 5,997.96 = \$ 1,499.49

One half (1/2) of this amount will be remitted to the employee by January 15 and ½ by July 15. Notification of the insurance waiver by the employee to the school business administrator must be made during open enrollment.

6. Reenrollment may only occur on January 1 by providing written notification of the requested changed to the school business administrator by November 1.

### B. <u>Prepaid Prescription Program</u>

- 1. The Board shall provide a prepaid prescription program on a co-pay basis.
- 2. Provisions and descriptions of the prescription program shall be provided to each teacher.
- 3. The prescription insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.
- 4. In the event the Board would affect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.
- Any employee who chooses to waive this coverage and who shall provide evidence of alternate coverage shall receive an additional annual stipend in the amount of 25% of all the qualified premiums (Health, Prescription and Dental) or \$5,000 whichever is less. For example, in 2012, stipends would be calculated as follows:

#### 2012 actual annual costs

1f eligible for family coverage (Direct 10) 25% of \$ 4,056.00 = \$ 1,014.00 1f eligible for husband/wife coverage (Direct 10) 25% of \$ 3,650.40 = \$ 912.60 If eligible for parent/child coverage (Direct 10) 25% of \$ 2,271.36 = \$ 567.84 If eligible for single coverage (Direct 10) 25% of \$ 1,622.40 = \$ 405.60

6. Reenrollment may only occur on January 1 by providing written notification of the requested changed to the school business administrator by November 1.

#### C. Dental Plan

- 1. The Board shall provide a Dental Plan.
- 2. Provisions and descriptions of the dental program shall be provided to each teacher. This shall include the conditions and limits of coverage.
- 3. The dental insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

4. Any employee who chooses to waive this coverage and who shall provide evidence of alternate coverage shall receive an additional annual stipend in the amount of 25% of all the qualified premiums (Medical, Prescription and Dental) or \$5,000, whichever is less. For example, 2011-12, stipends would be calculated as follows:

If eligible for family coverage If eligible for husband/wife coverage	2011-2012 Actual Costs 25% of \$1,818.00 = \$ 454.50 25% of \$1,080.84 = \$ 270.21
If eligible for parent/child coverage If eligible for single coverage	25% of \$ 1,080.84 = \$270.21 25% of \$ 603.48 = \$150.87

One half (1/2) of this amount will be remitted to the employee by January 15 and 1/2 by July 15. Notification of the insurance waiver by the employee to the school business administrator must be made by June 1 or December 1.

- 5. Reenrollment may only occur on January 1 by providing written notification to the school business administrator by November 1.
- Employees. who waive medical and prescription coverage, but opt for dental coverage shall contribute 1.5 % of their base salary or year 1 of the SHBP phase-in as a minimum contribution to the cost of dental coverage and this will continue to be the minimum required contribution under the new contribution requirement.
- 7. Dental yearly maximum is \$1,500.00 with an annual deductible of \$25 for single coverage and \$75 for family coverage.

#### D. FLEXIBLE SPENDING ACCOUNT

- 1. The Board shall offer the employee the opportunity to participate in a Flexible Spending Account. This is a voluntary benefits program that will be available through a payroll deduction. All costs associated with the plan will be borne by the employee.
- 2. Provisions and descriptions of the flexible spending program shall be provided to each teacher.
  - 3. The flexible spending account carrier may be selected by the Board.

In the event the Board would effect any change in the flexible spending account carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

## ARTICLE VII

#### EXTRA-CURRICULAR/CO-CURRICULAR ACTIVITIES

A. The Board agrees to pay teachers in charge of extra/co-curricular activities per hour as follows:

2012-2013 \$ 38 /hour 2013-2014 \$ 38 /hour 2014-2015 \$ 38 /hour

A schedule of extra/co-curricular activities with objectives, dates, and times of occurrence will be submitted to the Superintendent via the school principal/supervisor of curriculum and instruction. The Board of Education Curriculum Committee will decide which activities will be funded and the number of hours for each activity and will present those selected to the Board for approval and appropriation of funds.

B. Bedside Instruction will be compensated at an hourly rate as follows:

2012-2013 - \$38 /hour 2013-2014 - \$38 /hour 2014-2015 \$38 /hour

C. Teachers providing Board of Education authorized workshops and/or in-service presentations shall be compensated for their preparation time at the following hourly rates:

2012-2013 \$38 /hour 2013-2014 \$38 /hour 2014-2015 \$38 /hour

Preparation time shall be determined by adding one (1) hour to the actual approved duration of the presentation.

Example: for 2012-13

Duration of Presentation + 1 hr. = total preparation time 2 + 1 hr. = 3 hrs. Preparation time  $3 \times 38 = 114.00$ 

In the event a workshop and/or in-service presentation is authorized to be repeated within any two (2) year period, calculation of preparation time shall be based on duration of presentation only.

Exempt from this provision shall be "turnkey presentations" to colleagues upon the return from an in-service program

D. Extra curricular programs approved by the Board of Education shall be reimbursed at the contractual hourly rate and/or total stipend.

SLC (GMMS) – 30 hours at hourly rate
PLC - 30 hours at hourly rate.
Student Council – 30 hours at hourly rate
Yearbook: GMMS – 30 hours at hourly rate
Yearbook: Elementary – 20 hours at hourly rate
Math League Advisor (GMMS) – 25 hours at hourly rate
Team Leader (GMMS) – 30 hours at hourly rate
Safety Patrol (Elementary) – 15 hours at hourly rate

Any additional programs funded by the Board of Education that are added, created, or revised during this contract must be negotiated. Every June, the Association negotiating team and district administration will review the stipends and associated hours for any new extracurricular activity positions

E. The hourly rate for curriculum and/or staff development shall not apply when teachers are relieved from their regular contractual duties for curriculum and/or staff development activities either by providing an in-service day, shortened school day, substitute, or release time. Exempt from this provision shall be "turnkey presentation" to colleagues upon their return from an in-service program and/or workshop paid by the district. The teacher shall professionally facilitate a minimum presentation of ten (10) minutes. This provision will not preclude payment for the aforementioned activities outside the contractual school day or for workshops presented by teachers during the school day or in-service day. Staff members providing a workshop or in-service during regularly scheduled hours shall still be compensated for preparation time spent outside of school hours preparing for the presentation.

F CLUBS The Board agrees to pay teachers in charge of club activities (i.e. Cartooning, friendship bracelets, etc.) \$25 per hour for the duration of the contract. The form for clubs can be found in Appendix D.

2012-2013 \$25 per hour 2013-2014 \$25 per hour 2014-2015 \$25 per hour

G. Common Planning Time - memorialize existing practice for middle school teachers-five (5) common planning periods per week at the middle school, in addition to five (5) preparation periods per week, for each certified staff. Elementary teachers, with the exception of elementary specialists (wellness, library, art, music, technology, and world languages), special education teachers, nurses and guidance counselors, shall have six (6) preparation periods in a five (5) day academic cycle for the performance of professional duties, including but not limited to discussion of student performance and needs, team planning, parent conferences, cross curriculum planning, staff conferencing, and student conferencing. Two (2) "curriculum articulation" days per school will be provided to full time elementary specialists (as defined above). These articulation days shall include but not limited to, discussion of students' performance needs, team planning, parent conferences, cross curriculum training, staff conferencing, and student conferencing. Elementary special education teachers shall be afforded, in addition to their five (5) weekly preparation periods, 30 minutes per week to perform professional duties, which shall include, but not limited to discussion of student performance and needs, team planning, parent conferences, cross curriculum training, staff conferencing, and student conferencing.

## ARTICLE VIII

#### **LEAVES**

#### A. Sick Leave

- The Board agrees to allow teachers ten (10) days sick leave per year. It is agreed that this leave will be cumulative. This does not apply when school is not in session.
- The cap on reimbursement for sick days shall be increased from \$8,800 to \$15,000 for the 2012-2013 school year and \$11,500 for the 2013-2014 school year, then revert to a \$8,800 cap for the 2014-2015 school year. For the 2012-2013 year, the maximum per diem reimbursement will increase from \$80 to \$93. For the 2013-2014 school year, the per diem will be \$63, and shall decrease to the \$46 per diem rate for the 2014-2015 school year. The increased caps for 2012-2013 school year will only apply to employees who announce their intentions to retire no later than January 15, 2013 and who retire on or before June 30, 2013. The increased caps for 2013-2014 school year will only apply to employees who announce their intentions to retire no later than January 15, 2014 and retire on or before June 30, 2014. After that date, the cap will be set at the original \$8,800 amount and \$46 per diem. The reimbursement payouts will be paid out in two equal increments: one by August 31<sup>st</sup> following the year of retirement and the remainder by January 30<sup>th</sup> of the following calendar year (see table below for clarification):

School Year	Sick Bank Cap	Per Diem Amount	Retirement Date	Notification Date
2012-2013	\$15,000	\$93	June 30, 2013	January 15, 2013
2013-2014	\$11,500	\$63	June 30, 2014	January 15, 2014
2014-2015	\$8,800	\$46	Per contract	Per contract

"Emergency leave/retirement" will be defined as necessary due to an unanticipated medical condition of the employee or his/her dependent.

3. Notification of retirement must be received by March 1 of the year of retirement to be paid on July 1 of the same year. Any notice received after March 1 will result in the payment being delayed until July 1 of the following year.

4. The parties agree to establish a sick leave bank. The Business Administrator and Association President will meet to update the membership in the sick leave bank each September. See Appendix C for the form.

#### B. Bereavement

The Board agrees to allow a maximum of five (5) days within a thirty (30) day period in the event of the death of an employee's spouse, child, parents, <u>parents-in-law</u>, brother, sister; up to three (3) days for grandparents, <u>brother/sister in-law</u> or others who have resided in the employee's household. One (1) day for a close friend or other family member/relative may also be requested. No more than two (2) days/year may be taken under this category. The employee agrees to notify the Superintendent through their immediate supervisor prior to the commencement of the leave. In the event that the employee chooses to delay the use of any of the days for use within the thirty (30) day period, he/she shall provide forty-eight (48) hour prior notice to the Superintendent prior to using any remaining days.

#### C. <u>Maternity/Child-Care Leave</u>

- 1. A teacher has the right to temporary disability leave for childbirth in accordance with prevailing case law.
- 2. In cases when the childbirth occurs during the school year, the following procedure is to be utilized:

If a staff member is pregnant, she shall submit a letter from her doctor indicating her expected date of delivery, and when her doctor anticipates the start of her disability. STAYS 4/23/12 She shall submit this letter and a letter of notification to the Board informing the Board of her intentions as soon as possible prior to the start of the leave (but no later than 60 days).

During this period of disability, the staff member will use her sick days and will be paid accordingly. At the end of her disability, she shall provide a letter from her doctor certifying that she can resume her responsibilities at work. As in any disability, the end of this disability period is determined by her health and her doctor's advice.

Immediately following the period of disability and upon her request, the teacher may be placed on an unpaid child care leave which is to continue until the end of the school year. The request for this child care leave must be submitted to the Board no less than ninety (90 calendar days prior to the commencement of the leave. This leave shall be granted by the Board.

3. Unless mutually agreed with the Board, no teachers may return to work from a maternity/child care leave at a date other than September 1 or the 1st day of the 3rd marking period.

The teacher who intends to return from leave must notify the Superintendent of the intent to return at least 90 days prior to the anticipated date of return. This notice shall be communicated in written form.

4. Any teacher may apply to the Board of Education for a maternity/child care leave of absence without pay.

The Board need not grant nor extend the leave of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

5. Children entering a teacher's family unit by virtue of a legal adoption will entitle the teacher to the same child rearing leave provisions as those provided for birth children. Foster children will not be considered as adopted children. This clause shall be consistent with Board of Education Policy.

#### D. PERSONAL DAYS:

- 1. Employees shall receive three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours without submitting a reason. Personal business days are reserved for business which truly cannot be conducted outside the normal school day. They are not vacation days except in those cases when they are used to extend an existing school recess (e.g. Thanksgiving, Christmas, President's Day, Easter, Memorial Day, etc.) An application to the Superintendent shall be made at least (2) two days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave, other than that it is being taken under the Personal Business Section.
- 2. No personal days may be used on in-service days unless written notice is provided to the Superintendent for approval. Such approval is conditional based on the exigent circumstance that warrants utilization of a personal day.
  - 3. Unused personal days shall accumulate as sick days.
- 4. No more than six (6) teachers from the Bargaining Unit can utilize the same personal day, except for extraordinary circumstances with the approval of the Superintendent.

## **ARTICLE IX**

#### RELEASED TIME FOR STUDENT ACTIVITIES

- A. The music specialist shall receive one (1) day preparation time prior to the Holiday Concert, one (1) day preparation time prior to Spring Music Festival and one-half (1/2) day preparation time prior to Eighth (8th) Grade Graduation. The Board will use best efforts to obtain a substitute teacher.
- B. The art specialist shall receive one (1) day preparation time prior to a school sponsored Art Program. The art specialist shall be granted a minimum of one-half (1/2) day to maximum of one and one-half (1/2) days preparation time, as per administrative approval, to prepare scenery and/or costumes for school programs and plays. The Board will use best efforts to obtain a substitute teacher.
- C. The physical education specialist shall receive one (1) day preparation time prior to a school sponsored Field Day Program.
- D. Written notification for the above released time provisions as stated in Sections A and B shall be submitted to the principal a minimum of one (1) week prior to the event.

## **ARTICLE X**

#### ASSOCIATION PRIVILEGES

- A. The Association shall have access to use school facilities and audio visual equipment, typewriters, computers and calculators at reasonable times when such equipment is not in use. This access shall be denied during any orchestrated work stoppage/strike. No equipment may be removed from the school without the approval of the Principal. The Association will pay for any damage incurred, loss or theft of borrowed property. Permission of the Principal shall be required for all use of facilities and/or equipment. Such permission shall not be withheld unreasonably.
- B. The Association shall have the right to use the school building at reasonable hours for meetings. Permission of the Principal shall be required. Such permission shall not be withheld unreasonably.

## **ARTICLE XI**

#### SABBATICAL LEAVE

The Board of Education shall grant an unpaid sabbatical leave of absence to only one teacher for a maximum of one school year, subject to the following conditions:

#### A. GRADUATE STUDY -TOTAL IMMERSION,

- (1) The teacher has completed at least seven (7) years of continuous full time employment within the district as a certificated employee.
- (2) The teacher shall agree to devote the sabbatical leave of absence to study which will contribute to the teacher's educational growth.
- (3) The teacher may request the unpaid leave for a full year.
- (4) Upon return from the full year unpaid leave, the teacher shall be placed at the next appropriate step on the salary schedule

Ex.: 2012-2013 Step 10 2013-2014 Sabbatical 2014-2015 Step 11

No year of service shall accrue for the full year unpaid sabbatical.

- of at least fifteen (15) credit hours of graduate study or documentation of satisfactory of at least fifteen (15) credit hours of graduate study or documentation of participation in a Research or other Immersion Program or Coursework contributing to their educational development and lasting at least 6 months for the full year sabbatical. All courses or programs shall be pre-approved by the Superintendent and subject to the contract provisions of Article V Tuition Reimbursement.
- (6) A teacher on an unpaid graduate study sabbatical leave may elect to remain a part of the district benefit package by contributing the appropriate premiums to the School Business Administrator on the 1st day of each month of the sabbatical leave. Successful completion of the prescribed graduate credit hours shall be reason for full reimbursement to the teacher for the prepaid benefit costs.
- (7) Upon return from the sabbatical leave for graduate study, the teacher shall be contractually obligated to commit at least two (2) successive years of service to the Great Meadows Regional School District.

#### B. <u>PERSONAL REASON</u>

- (1) The teacher has completed at least seven (7) years of continuous full time employment within the district as a certificated employee.
- (2) The Board of Education will consider a request for an unpaid leave of absence for personal reasons subject to the following conditions:
  - a. The leave shall be for a full academic year, September 1 June 30.
  - No compensation, no benefits, no seniority credit shall be paid or accrued.
- (3) Upon return from the sabbatical leave for personal reasons, the teacher shall not be contractually obligated to the Great Meadows Regional School District for any successive years of service.
- (4) A teacher on an unpaid personal sabbatical leave may elect to remain a part of the district benefit package by contributing the appropriate premiums to the School Business Administrator on the 1st day of each month of the sabbatical leave. No reimbursement shall be sought upon return from the unpaid personal sabbatical.

A request for a sabbatical leave of absence must be submitted to the Superintendent by January 1 of the year in which the sabbatical shall begin.

Ex.: If sabbatical is for 2013-2014 school year, application shall be made by January 1, 2013.

In the event more than one (1) request is received, the selection shall be based on service within the district and benefit to the district.

Unless mutually agreed with the Board, no teachers may return to work from a sabbatical leave at a date other than September 1 or the 1st day of the 3rd marking period.

## <u>ARTICLE XII</u>

#### AGENCY FEE

- A. Upon receipt of written authorization of the Association, the Board shall deduct a representation fee from the wages of each teacher who is not a member of the Association once each month, not later than the 15th of the month.
- B. The Association agrees to indemnify and hold harmless the employer from any causes of action, claims, losses or damages incurred as a result of this clause.
- C. Any teacher in the bargaining unit on the effective date of the Agreement who does not join the Association within thirty (30) days thereafter, any new teacher who does not join within thirty (30) days of initial employment within the unit and any teacher previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deductions.
- D. If any eligible employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee, equal to no more than 85% of the pre-established national, state, county and local dues for the membership year. (Actual representation fees are determined by an independent arbitrator for the NJEA on an annual basis.) The purpose of this fee will be to offset the employee=s per capita cost of service rendered by the Association.
- E. The amount of said representation fee shall be certified to the Board of Education by the Association within five (5) working days after the effective date of this Article or by September 1 of each year covered in this Agreement.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:15A-5.4 (2)(e)and(3)(L.1979,c.477), and membership in the Association shall be available to all teachers in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.
- G. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board shall submit to the Association a list of all teachers who began their employment in a teaching position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such teachers.

# **ARTICLE XIII**

#### **SEPARABILITY**

If any provisions of this Agreement of any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XIV**

#### **BOARD'S RIGHTS**

The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the ruling of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this agreement, or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operation, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this agreement.

## **DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2012 and shall continue in effect until the 30th day of June, 30, 2015.

This Agreement constitutes the entire understanding of the parties and shall not be modified during its term except by mutual consent of the parties thereto and said modifications shall be in writing and attached hereto and made part hereof.

Neither party is under any obligation during the term of the Agreement to negotiate as to any items covered by this Agreement, any items proposed during the negotiations, and any items which could have been proposed during the negotiations.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its seal placed thereon.

GREAT MEADOWS REGIONAL BOARD OF EDUCATION

By: President

By: Actual Musy & Secretary

By: Date

# APPENDIX A GREAT MEADOWS REGIONAL SCHOOL DISTRICT

## **GRIEVANCE FORM**

Grievant's Name	Position		
Description of Alleged Violation:			
		<u></u>	
Date of Occurrence of Alleged Violation:			
Remedy Sought:			
		•	
Date of Level One Informal Discussion with Princi	pal:		
Result:			
Level One: I am not satisfied with the outcome of			
Grievant's Signature:	Date:		
Level Two: Superintendent			
Statement of Facts:			ή.
Specific Article of contract/Board Policy #			
Date Received:Date Answered:			
Disposition: Denied Granted		45 £	
Reason:			
am not satisfied with the outcome at Level Two.	70 .		

Level Three:	GMREA Grievance Committee			
	Date Received:			
	Action: Refer to Board of Education			
	Grievance without merit			
Grievant's Sig	nature:	Date:		
Level Four:	Referred to Board			
	Date Received:			
	Date of Hearing:			
	Result:			
Level Five:	Refer to Third Party			
	Date Received:			

- 35 -APPENDIX B

#### **SALARY GUIDES**

YEAR 1 2012-13

**Great Meadows** 

2012-13	Great Meadows					
Step	ВА	BA+15	BA+30	MA	MA+15	MA+30
1-2	51,305	52,455	53,605	54,755	55,905	57,055
3-4	51,555	52,705	53,855	55,005	56,155	57,305
5-6	51,965	53,115	54,265	55,415	56,565	57,715
7-8	52,565	53,715	54,865	56,015	57,165	58,315
9-11	53,925	55,075	56,225	57,375	58,525	59,675
12	55,430	56,580	57,730	58,880	60,030	61,180
13	57,035	58,185	59,335	60,485	61,635	62,785
14	58,740	59,890	61,040	62,190	63,340	64,490
15	60,545	61,695	62,845	63,995	65,145	66,295
16	62,450	63,600	64,750	65,900	67,050	68,200
17	64,455	65,605	66,755	67,905	69,055	70,205
18	66,560	67,710	68,860	70,010	71,160	72,310
19	68,765	<b>69,91</b> 5	71,065	72,215	73,365	74,515
20	71,070	72,220	73,370	74,520	75,670	76,820
21	73,475	74,625	75,775	76,925	78,075	79,225

YEAR 2	
2012-14	

Great Meadows

Step	ВА	BA+15	BA+30	MA	MA+15	MA+30
1	5 <b>1,66</b> 5	52,815	5 <b>3,</b> 965	<b>55,1</b> 15	<b>56,26</b> 5	57,415
2-3	5 <b>1</b> ,915	53,065	54,215	55,365	56,515	57,665
4-5	52,315	53,465	<b>54,61</b> 5	55,765	56,915	58,065
6-7	52,935	54,085	<b>55,23</b> 5	56,385	57, <b>535</b>	58,685
8-9	54,225	55,375	<b>56</b> ,5 <b>2</b> 5	57,675	58,825	59,975
10-12	55,750	56,900	58,050	59,200	60,350	61,500
13	<b>5</b> 7,375	58,525	59,675	60,825	61,975	63,125
14	59,100	60,250	61,400	62,550	63,700	64,850
15	60,925	62,075	63,225	64,375	65,525	66,675
16	62,850	64,000	65,150	66,300	67,450	68,600
17	64,875	66,025	6 <b>7</b> ,175	68,325	69,475	70,625
18	67,000	68,150	69,300	70,450	71,600	72,750
19	69,225	70,375	71,525	72,675	73,825	74,975
20	71,550	72,700	73,850	75,000	76,150	77,300
21	73,975	75,125	<b>76,2</b> 75	77,425	78, <b>57</b> 5	79,725

YEAR 3 2014-15

**Great Meadows** 

Step	ВА	BA+15	BA+30	MA	MA+15	MA+30	
1	51,920	53,070	54,220	55,370	56,520	57,670	
2	52,170	53,320	54,470	55,620	56,770	57,920	
3-4	52,570	53,72 <b>0</b>	54,870	56,020	57,170	58,320	
5-6	53,17 <b>0</b>	54,32 <b>0</b>	55,470	56,620	57,770	58,920	
7-8	54,335	55,485	56,635	57,785	58,935	60,085	
9-10	55,890	57,040	58,190	59,340	60,490	61,640	
11-13	57,555	58,705	59,855	61,005	62,155	63,305	
14	59,320	60,470	61,620	62,770	63,920	65,070	
15	61,185	62,335	63,485	64,635	65,785	66,935	
16	63,150	64,300	65,450	66,600	67,750	68,900	
17	65,215	66,365	67,515	68,66 <b>5</b>	69,815	70,965	
18	67,380	68,530	69,680	70,830	71,980	73,130	
19	69,645	70,795	71,945	73,095	74,245	75, <b>3</b> 95	
20	72,010	73,160	74,310	75,460	76,610	77,760	
21	74,475	75,625	76,775	77,925	79,075	80,225	

## APPENDIX C

## Sick Leave Bank Enrollment Form

Employee's Name:				
<u> </u>				
Position/Assignment:				
School/Department:				
I do not wish to par	rticipate in the S	Sick Leave Bank		
I wish to participate between the Great Meadov Education Association.	e in the Sick Le ws Regional Boa	ave Bank as establish ard of Education and	ned pursuant to the A	Agreement s Regional
I do hereby authorize the Edays during the	Business Officeschool year.	to transfer the follow	ing number of accur	nulated leave
	# of Days	Type	7	
		Sick Leave	1	
		Personnal	-	
<u></u>		Vacation		
•		Comp Days		
I do further acknowled such days shall be irr	ige that the revocable.	aforementioned tr	ansfer and assig	nment of
I understand that this and that the Sick Leav request for utilizatio	e Bank Commit	ttee has the righ	t, but a volunta t to approve/der	ery program ny my

Signature

## - 39 -APPENDIX D

# After School Club Application

Name of Proposed Club:	
School:	
Presenter(s):	
Number of Meetings: Dates:	
Length of Each Meeting:	
Cost: (Total number of hours @ \$25/hour):	
(Please note presenters get paid after or before contractual hours only) List of Supplies Needed and Proposed	
Cost:	
Total Cost of Supplies:	2
Total Cost of the Club: (add the amount of salary and supplies):	
Approval of Principal:	
Approval of Superintendent:	<del></del>
Please note all clubs will begin after and will be approved as funds allow.	